

Logan-Magnolia CSD Logan-Magnolia EA/ISEA

7/1/2005 6/30/2007

LOGAN-MAGNOLIA COMMUNITY SCHOOLS

NEGOTIATED AGREEMENT

**2005-2007
(2006)**

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PREAMBLE

The Board of Education of the Logan-Magnolia Community School District and the Logan-Magnolia Education Association have bargained in good faith and agreed to the following:

ARTICLE 1 DEFINITIONS

- 1.1 BARGAINING UNIT:** The Logan-Magnolia Education Association is the certified bargaining representative for all employees as set forth by the Iowa Public Employment Relations Board on the 3rd day of August, 1987, Case No. 3476, employed by the Board of Education of the Logan-Magnolia Community School District. The unit described in the above certificate is:

INCLUDED: All professional employees of the District—including teachers, counselors, librarians, federal program instructors, coaches and all other employed in a professional capacity.

EXCLUDED: Superintendent, principals, all nonprofessional employees and all others excluded by Section 4 of the ACT.

- 1.2** The term “Board” or “employer” shall mean the Board of Education of the Logan-Magnolia Community School District or its duly authorized representative or agent.
- 1.3** The term “employee” shall mean all employees represented by this Association in the bargaining unit as defined in paragraph A above.
- 1.4** The term “Association” shall mean the Logan-Magnolia Education Association or its duly authorized representative or agent.
- 1.5** The term “day” shall mean a work day when school district employees are required to perform services.

ARTICLE 2 GRIEVANCE PROCEDURE

- 2.1** A grievance is a claim by a grievant that a section of this agreement has been violated. A grievant shall mean an employee, a group of employees or the Association.
- 2.2 Procedure**
Step One – The grievant will present a signed written grievance on an approved form (Appendix C) to his/her principal within fifteen (15) days of the date the employee should have had knowledge of such event and/or condition which gave rise to the grievance. The grievance shall state the name(s) of the grievants, the facts giving rise to the grievance, the section of the contract allegedly violated, the relief requested and be signed by the grievant. Within ten (10) days after the receipt of the grievance the principal shall be given a written answer to the grievance.

Step Two – If the grievant is not satisfied with the Step One answer, he/she will within ten (10) days of the receipt of the principal's answer submit the written grievance to the Superintendent. The Superintendent shall have ten (10) days to submit a written answer to the grievant. Either party may request a meeting at this step of the procedure.

Step Three – If the grievance is not resolved in Step Two, the Association will write to, with written notification simultaneously to the Employer, the American Arbitration Association, within fifteen (15) days of the answer in Step Two, requesting a list of arbitrators. The parties agree to follow American Arbitration Association rules of procedure. Upon selection of an arbitrator there shall be a hearing and a decision issued by an arbitrator. The decision of the arbitrator shall be final and binding. However, the arbitrator in his/her decision shall not issue a decision which adds to, subtracts from, disregards, alters or modifies any term of the agreement. The expenses of the arbitrator shall be shared equally by the Employer and the Association. Each party will pay fees incurred in the presentation of its case.

- 2.3 General Provisions** – If the grievance is not presented within the time limits set herein, the grievance shall be considered waived. If the grievance is not appealed to the next step within the specified time, it shall be considered settled on the basis of the employer's last answer. The failure of the employer to give an answer within the prescribed time limits shall permit the grievance to the next step except the Union must take positive action in complying with the procedures and time limits of Step Three.

Time limits may be extended by mutual written agreement of the employer and the grievant.

The investigation or processing of a grievance shall as far as possible not be carried out during working hours. However, if such investigation or processing is necessary during working hours, it will not interfere with employee's assigned duties. The parties may mutually agree to a meeting at any stage of the grievance procedure.

The arbitration hearing shall be a private hearing with only the necessary parties at the hearing.

Documents relating to the processing of a grievance shall not be filed in an employee's personnel file.

A grievant may be represented by an Association representative at any meeting of the parties to discuss the grievance.

ARTICLE 3 DUES DEDUCTION

- 3.1** An employee who desires to have monthly Association dues deducted from his/her regular paycheck shall submit to the employer a written authorization on the proper form. Such authorization must be submitted by September 15th of each year. An employee

hired after September 15th shall have his/her dues prorated for the remaining months of employment through August.

- 3.2 The Board shall deduct one-twelfth (1/12th) of such total from each monthly paycheck.
- 3.3 An employee may revoke his/her dues deduction authorization at any time upon providing thirty (30) days' written notice to the employer. Dues deductions shall cease automatically upon an employee's termination.
- 3.4 The Board will make payroll deductions for group insurance and annuities and any other program which is approved by the Board.
- 3.5 The Association agrees to indemnify and hold the employer harmless against any claim or liability arising out of any action or inaction taken by the Board on information supplied by the Association relative to dues deduction.

ARTICLE 4 HOURS OF WORK

- 4.1 The normal work day for a full-time employee shall be eight (8) consecutive hours. All employees shall have a twenty-minute lunch period.
- 4.2 The District will administer hours of work with regard to early dismissals, late starts and closing before holidays as was the practice in the 1992-93 school year.
- 4.3 An employee may leave when students are dismissed on a day he/she is required to be at school for an unpaid extra duty assignment.

ARTICLE 5 LEAVES OF ABSENCE

- 5.1 **Sick Leave**
Sick leave for personal illness or disability of a full-time or part-time employee shall be credited annually to employees who report for duty on the following basis:

First Year	10 days	Fourth Year	13 days
Second Year	11 days	Fifth Year	14 days
Third Year	12 days	Sixth and Subsequent Years	15 days

Unused sick leave may accumulate from year to year up to a maximum one hundred (100) days. The District may require a doctor's written statement confirming the necessity for such leave.

Effective the second year (2006-2007) the unused sick leave may accumulate up to a maximum of one hundred five (105) days.

Up to six (6) days of sick leave per year may be used for adoption, illness, or injury in the immediate family. Immediate family shall be defined as spouse, children, and parents.

Up to two (2) days of the six (6) days per year from such leave may be used for leave in the case of serious illness or injury to the employee's parents-in-law, siblings, the employee's children's spouses, and the employee's grandparents and grandchildren.

5.2 Personal Leave

An employee may be granted up to two (2) days of personal leave a year. Such leave is not accumulative.

Effective the second year (2006-2007) an employee may be granted up to two (2) days of personal leave a year. If no personal days are used, one (1) day may be brought forward giving a total of three (3) days for the following year, not to accrue more than three (3) days total. Once a personal day is taken, the number of personal days will revert back to two (2) days for the following year.

Requests for approval of such leaves must be presented in writing to the appropriate principal five (5) days in advance of the requested absence day. Such leave shall not be granted at the beginning or end of a semester or immediately preceding or following a school closing. Part-time employees shall receive a prorated portion of the days in this section using forty (40) hour week as full time.

5.3 Jury Duty

An employee called for jury duty shall continue to receive salary compensation for the period of such absence. Any compensation received for such services shall be signed over to the school district.

5.4 Professional Leave

An employee may be granted professional leave with pay at the sole discretion of the District. Requests for such leave shall be submitted to the Superintendent at least ten (10) days in advance of the requested absence date.

5.5 Funeral Leave

An employee may be granted up to five (5) days of leave with pay in case of the death of a spouse, child or parent.

An employee may be granted up to three (3) days of leave with pay in the event of the death of grandparents, brothers, sisters or parents-in-law.

An employee may be granted two (2) days per year to attend the funeral of a relative not defined above.

5.6 Association Leave

Up to two (2) days per year shall be available for two (2) representatives of the Association to attend the ISEA Delegate Assembly. The cost of the substitute teacher shall be borne by the Association. Notification shall be given to the Superintendent at least ten (10) days in advance of the requested date of absence.

5.7 Other Leaves

The Superintendent shall have the sole discretion to grant additional leaves of absence in extenuating circumstances. The employee will have the cost of the substitute deducted from his/her regular pay for such a leave.

Further, the Superintendent has the sole discretion in extenuating circumstances to approve any of the aforementioned leaves even though the employee does not meet the requirements for such a leave. Such time will be charged back to the appropriate leave. The decision of the Superintendent is not grievable.

5.8 Unpaid Leave

The District, in its sole discretion, may grant an employee an unpaid leave of absence.

**ARTICLE 6
HOLIDAYS**

6.1 The following days will be holidays and included in the one hundred ninety (190) working days:

- | | |
|---------------------|-------------------|
| 1. Labor Day | 4. New Year's Day |
| 2. Thanksgiving Day | 5. Memorial Day |
| 3. Christmas Day | |

**ARTICLE 7
SENIORITY**

7.1 Seniority shall mean the number of consecutive years of employment in the District from the last date of the signing of a continuing contract for any school district incorporated in the Logan-Magnolia Community School District. An employee who works more than half time shall receive full seniority for each year of service. An employee who works less than half time shall receive a prorated seniority accumulation. If two or more employees have the same seniority date, any ranking shall be done by drawing lots.

7.2 The District shall provide the Association with a list showing the seniority of each employee by October 1st of each year.

7.3 An employee granted a leave of absence who returns at the end of such leave shall not have his/her seniority broken. However, time on such leave of absence that exceeds sixty (60) continuous working days shall not count toward seniority.

**ARTICLE 8
EVALUATION PROCEDURE**

8.1 Each teacher shall be evaluated on a regular basis.

8.2 A copy of the evaluation instrument(s) to be used in the process will be given to the employee within twenty (20) days of the start of the school year.

8.3 Formal Evaluation

A probationary employee shall be evaluated on his/her assigned duties at least two (2) times per year. Other employees will be undergo a performance review every three (3) years.

Each formal performance review will be preceded by an observation of at least thirty (30) minutes. The evaluator shall arrange a meeting with the employee within five (5) days of such observation to discuss the observation. The evaluator and the employee shall both sign the evaluation form. The employee's signature shall signify his/her awareness of the contents of the form. A copy of the form shall be given to the employee and one copy will be placed in the employee's personnel file. Should the employee desire, he/she shall submit a written statement as to the contents of the evaluation assessment with three (3) days of the conference and have it attached to the evaluation form.

8.4 Other Evaluation Material

Any evaluation material, positive and/or negative, will be reduced to writing for placement in an employee's personnel file. The employee will receive a copy of any such material. The employee may request a conference with the principal to discuss such material.

8.5 Right to Grieve

An employee who has successfully completed his/her probationary period, either one or three years, may grieve an overall unsatisfactory performance review.

8.6 Unsatisfactory Evaluation

An employee who receives an overall unsatisfactory performance review for the year will not be entitled to any salary increase the next year.

ARTICLE 9 STAFF REDUCTION PROCEDURES

9.1 Should the District determine that a reduction in staff is necessary, it will reduce the staff in the affected area--elementary and/or secondary-by subject matter.

9.2 In determining the employee(s) to be reduced, the District shall consider the following factors:

1. Employees whose past performances have been less than satisfactory in the classroom.
2. Competency and effectiveness as evidenced by the evaluation article.
3. Qualifications: Academic training and teaching experience.
4. Certification and endorsements.
5. Overall performance of an employee in the District.
6. Extra duty assignments where necessary to maintain extracurricular activities.

9.3 Should the District determine that the above factors are equal, then seniority shall be considered in making the final determination.

9.4 Notice to an employee subject to reduction will be made in writing by April 30th of each year.

- 9.5** An employee who has completed his/her probationary period and is terminated by the above procedure will be recalled to a vacant position which he/she held at the time of termination or to a vacant position for which he/she satisfactorily performed in the District in the last five (5) years prior to termination. To be recalled the employee must notify the District, in writing, of such a desire at the time of termination. An employee shall be eligible for recall rights for twelve (12) months from the date of termination.
- 9.6** An employee who has completed his/her probationary period and is terminated under the above procedure shall receive special consideration for any vacant position for which he/she meets the requirements for such a position. Such consideration shall be for a twelve (12) month period from the date of termination.
- 9.7** An employee terminated under this procedure must keep a current address on file with the District. If notified of recall, the employee must notify the District, in writing, within five (5) days of the receipt of such notice of his/her acceptance of such recall or forfeit any rights to such position.
- 9.8** A full-time employee at the time of termination may refuse an offer of part-time work and still retain any existing recall rights.
- 9.9** An employee reemployed under this Article will be reinstated with any such leave accumulated at the time of termination and at his/her salary at the time of termination.
- 9.10** An employee eligible for recall may only file a grievance on the issue of recall.

ARTICLE 10 TRANSFER

- 10.1** A position which becomes vacant and is to be filled will be posted in all buildings for five (5) working days.
- 10.2** An employee who desires to be considered for such a vacancy shall file a written request with the Superintendent's office within ten (10) working days of the date of posting the vacancy notice.
- 10.3** The decision as to the filling of any vacancy shall be at the discretion of the Superintendent.

ARTICLE 11 IN-SERVICE

- 11.1** The employer may provide in-service training which it deems valuable to the District.

ARTICLE 12 SAFETY

- 12.1** The District shall endeavor to provide and maintain a safe place of employment. All employees shall perform their duties in a safe manner.

ARTICLE 13 HEALTH

- 13.1** A new employee shall furnish evidence of physical fitness to perform assigned duties and freedom from communicable disease at the time of signing his/her contract.
- 13.2** An employee will submit current evidence of physical fitness to perform assigned duties and freedom from communicable disease every three years. The Board will pay up to a maximum of twenty-five (25) dollars for such examination upon submission of a bill.
- 13.3** The Board may require a physical examination when in its judgment an examination is relevant to an employee's performance of assigned duties. The cost of such examination shall be paid by the Board.
- 13.4** All employees shall be subject to the group insurance program regarding required physicals in conjunction with a wellness program. Cost of such physicals shall be borne by the employer.

ARTICLE 14 SUPPLEMENTAL PAY

- 14.1** An employee who is assigned an extra curricular duty shall be paid according to Appendix B which is attached.
- 14.2** An employee who is approved to use his/her personal automobile in the performance of his/her duties will be paid twenty-six (26) cents per mile. No mileage will be paid for commuting to and from work.

ARTICLE 15 INSURANCE

- 15.1** The Board shall provide each full-time employee with four hundred sixty-five dollars (\$465.00) per month to be applied as follows:
 - 1. The employee must purchase the following benefits made available by the Board:
 - a. An employee comprehensive group health insurance program with a \$500/\$1,000 deductible.
 - b. \$15,000 term life insurance policy.
 - c. A long-term disability program with a ninety (90) day waiting period.
 - 2. With any remaining monies after the purchase of the coverages in Item #1, the employee may choose among the following benefits:
 - a. Dependent health insurance.
 - b. Additional life insurance as made available by the insurance company.
 - c. Cash.
- 15.2** An employee who has insurance costs in excess of the four hundred sixty-five dollars (\$465.00) shall have the additional costs deducted through payroll deductions. An

employee may choose to have those costs deducted from his/her gross pay prior to the calculation of tax liabilities and Social Security costs as provided by federal law. Said form must be timely filed with the Secretary to the Board of Education. Once filed it shall remain in effect until that contract year has ended.

- 15.3 The Board shall notify the Association of a change in insurance carrier.
- 15.4 The insurance programs are subject to the terms and conditions of the company.
- 15.5 The premium increase for the group insurance program will be effective July 1 of each year.
- 15.6 Regular part-time employee, an employee who is employed at least half time or more, who was hired after July 1, 1988, shall receive a prorated portion of four hundred sixty-five dollars (\$465.00) per month to apply to the purchase of benefits outlined in Items #1 and #2.

ARTICLE 16

SALARY

- 16.1 An employee covered by this agreement in the 2005-2006 school year will receive a 4.2% increase on his/her 2004-2005 base salary to be effective the first pay period in September 2005.
- 16.2 A first-year teacher in the District shall work one hundred and ninety-two (192) days.
- 16.3 Initial salary for a new teacher shall be determined at the discretion of the Superintendent.
- 16.4 An employee with a Bachelor's degree shall receive one hundred eighty dollars (\$180) for every three (3) credit hours he/she earns after employment in the District up to a maximum of fifteen (15) credit hours and two hundred ten dollars (\$210) for every three (3) credit hours he/she earns after employment between sixteen (16) and thirty (30) credit hours. An employee with a Master's degree shall receive two hundred forty dollars (\$240) for each three (3) credit hours he/she earns after employment in the District up to a maximum of thirty (30) credit hours.
- 16.5 An employee who earns a Master's degree after employment in the District shall receive a stipend of seventeen hundred fifty dollars (\$1,750) added to his/her base salary.
- 16.6 The parties are allocating two thousand dollars (\$2,000) for the 2005-2006 school year toward the educational stipends of 16.4 and 16.5. Future monies for payment of these stipends will be agreed upon by the parties out of the total settlement.
- 16.7 Payment of the educational stipends shall be in the following order:
 - a. Master's degree earned.
 - b. Movement to MA + 15 credit hours.
 - c. Movement to BA + 15 credit hours.

- d. Payment of three credit hours to those who have earned such hours which have not been paid for in the past according to the records on file with the District. Payment shall be made by starting at the top of the seniority list and paying three credit hours. Should monies remain after going through the seniority list, the District will return to the top of the seniority list and continue paying three credit hours until the allocated monies are spent. Any monies remaining because three credit hours cannot be reimbursed will roll over to the next year for distribution.

16.8 Payment for educational advancement stipends in future years shall be in the following order:

- a. Master's degree earned.
- b. Movement to MA + 30 credit hours accumulation.
- c. Movement to MA + 15 credit hours accumulation.
- d. Movement to BA + 30 credit hours accumulation.
- e. Buy out of three (3) credit hours by seniority in the District.

The starting point for such payment shall begin where the prior year ceased payment on the seniority list.

Any employee must notify the District by December 15 of each year that he/she will attain one of the aforementioned levels.

Monies allocated by the parties, but not spent under the above distribution, will be divided equally among the bargaining unit employees.

16.9 An employee, to be eligible for the stipend in 16.4 and 16.5, must complete the course work following this procedure:

- a. Must be applicable to the employee's classroom teaching assignment.
- b. Must be from an accredited university.
- c. Must be graduate course work for which the employee receives a grade of B or better.
- d. Must be approved in advance by the Superintendent.
- e. Proof of completion of the course work from the university to the Superintendent by no later than May 31 of each year.

16.10 An employee who performs his/her assigned duties beyond the normal work year shall receive compensation as determined between the employee and the Superintendent.

16.11 An employee shall receive his/her salary in twelve (12) installments.

16.12 Employee as used in this Article shall be a full-time employee. A part-time employee shall receive a prorated portion of the wages and educational stipends of this Article.

A part-time employee who attains full-time status will receive the remainder of any educational stipend earned while a part-time employee for which he/she was not compensated.

- 16.13 The Supplemental Pay Schedule includes funds made available to the District by House File 499, the Educational Excellence Fund. Specifically the B.A. Salary Base includes \$130.00 of Phase I monies and \$810.00 of Phase II monies or a total of \$940.00 of the B.A. base is attributed to House File 499 monies.

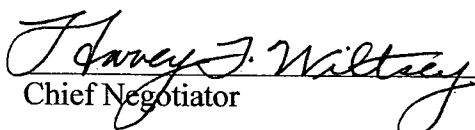
ARTICLE 17 DURATION

- 17.1 This agreement shall become effective on July 1, 2005, and continue in effect until midnight June 30, 2007.
- 17.2 Any change in salary will be effective the first pay period in September of each year.
- 17.3 This agreement may not be extended orally.
- 17.4 Effective the second year of the contract, the following items are open for negotiations:
- a. Article 15 – Salary
 - b. Article 16 – Insurance
 - c. Appendix B.

FOR THE DISTRICT

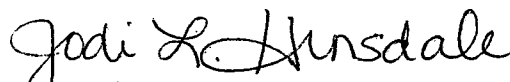
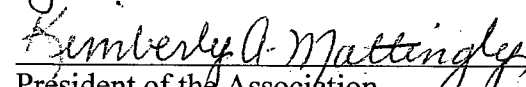


President of the Board



Chief Negotiator

FOR THE ASSOCIATION

President of the Association



Chief Negotiator

APPENDIX B

SUPPLEMENTAL PAY SCHEDULE

All Percentages Based Upon BA Base of \$23,400 - 4p 1 0 5-06

HIGH SCHOOL HEAD COACHING

Football	11%
Boys Basketball	11%
Girls Basketball	11%
Summer Baseball	11%
Summer Softball	11%
Wrestling	11%
Volleyball	11%
Boys Track	9%
Girls Track	9%
Golf (Boys and Girls)	6%
Cross Country	6%

OTHER

Vocal Music	8%
Instrumental Music	11%
Annual	10%
All School Play or Musical	6%
Asst. All School Play or Musical	3%
One Act Plays or Jr. High Play	5%
Jr. High Play Asst.	2%
Speech	5%
Cheerleading Sponsors	6%
(3% available for help)	
LOMA Leader	2%
Student Leadership	2%

ASSISTANT HIGH SCHOOL COACHING

Football (2)	7%
Boys Basketball	7%
Girls Basketball	7%
Wrestling	7%
Volleyball	7%
Track	6%
Cross Country	3%

SPONSORS

Junior Class (2)	3%
Spanish Club (1)	2%
Science Club (2)	2%
Art Club	2%
Drama Club	2%
FHA/FLA	5%
AMOL (1)	2%
Student Council	2%

JUNIOR HIGH HEAD COACHING

Football	6%
Boys Basketball	6%
Girls Basketball	6%
Wrestling	6%
Boys Track	3.5%
Girls Track	3.5%
Volleyball	3.3%

ASSISTANT JUNIOR HIGH COACHING

Football	4.5%
Boys Basketball	4.5%
Girls Basketball	4.5%
Wrestling	4.5%
Volleyball	2%

Contingency Clause

The above schedule includes funds made available to the District by House File 499, the Educational Excellence Fund. Specifically the B.A. Salary Base includes \$130 of Phase I monies and \$810 of Phase II monies or a total of \$940 of the B.A. base is attributed to House File 499 monies.

In the event the Legislature or the Governor would cease to provide such funds either through repeal of such legislation or other action, nine hundred and forty dollars (\$940) would be deducted from the B.A. base salary and the appropriate corresponding amount from the employee's individual contracted salary. In the event the Legislature or the Governor reduce the funding for the minimum salary supplement (Phase I) and/or the additional payment (Phase II), the above salary schedule and the appropriate corresponding amount on the employee's individual contracted salary shall be reduced proportionately.

APPENDIX C
GRIEVANCE FORM

Name of Aggrieved Person(s) _____

Step 1

Date Violation Occurred _____

Specific Provision of Contract _____

Statement of Grievance _____

Remedy Sought _____

Signature of Grievant

Date

Date Received by Principal _____

Disposition by Principal _____

GRIEVANCE FORM (Cont'd)

Step 2

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent _____

Signature of Superintendent Date

Step 3

A. _____
Signature of Aggrieved Person Signature of Association President

B. _____
Date Submitted

C. _____
Date Received by Superintendent

GENERAL UNDERSTANDING #1

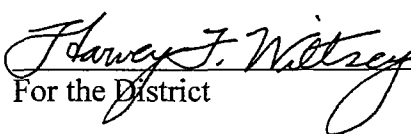
The Board of Directors of the Logan-Magnolia Community School District and the Logan-Magnolia Education Association have agreed to the following as the result of negotiations:

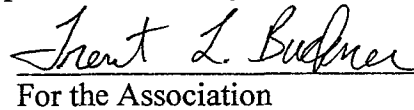
1. Insurance

- a. A regular part-time employee will not be able to elect cash only.
- b. The regular part-time employee may elect to be covered by the group insurance and thus entitled to a prorated portion of the District's contribution.
- c. If a regular part-time employee chooses not to participate in the group insurance program, he/she is not entitled to any monetary benefit.

2. Supplemental Pay

Weightlifting will be paid at the rate of \$1,600 for 2005-2006 but will not be listed in the contract. It will be divided among the employees who participate in the activity.


For the District


For the Association

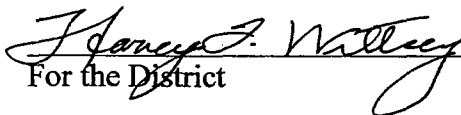
GENERAL UNDERSTANDING #2

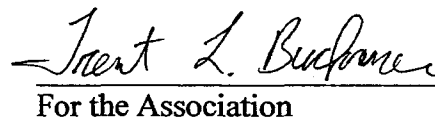
1. Supplemental Pay

The Board of Directors of the Logan-Magnolia Community School District and the Logan-Magnolia Education Association have agreed to the following as the result of negotiations.

An employee shall have the option if being paid for duties in Appendix B, over a twelve-month period or in one lump sum upon the completion of a particular season or event.

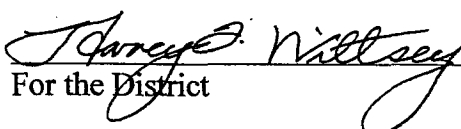
The employee who wants the lump sum payment shall notify Karen before the first check of the school year is written. The person responsible shall also notify Karen of the completion of the session or event so that payment may be made.

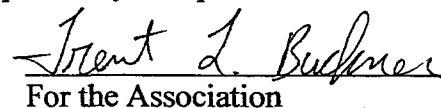

For the District


For the Association

GENERAL UNDERSTANDING #3

The Logan-Magnolia Community School District and the Logan-Magnolia Education Association have agreed that the District will issue all teachers an activity pass which will admit said teachers' children to events provided the children are accompanied by said parent.


For the District


For the Association